

TERMS OF REFERENCE

Procurement of Fuel Card Service (Fleet Card) for the Energy Regulatory Commission for C.Y. 2021

I. OBJECTIVE:

The Energy Regulatory Commission's (ERC) Fuel/Fleet Card Program pertains to the use of the card as payment for gasoline, diesel, and other fuels at gas stations. This is essential to meet ERC's operational and administrative requirements, including the delivery of services to the public. The Fleet Card Program likewise helps control expenses by setting spending limits and tracking spending patterns such as grade of fuel, fueling frequency, time of fueling, and fuel location.

To this end, the ERC intends to engage an entity which could provide such service.

II. APPROVED BUDGET FOR THE CONTRACT

Fund for this engagement shall be sourced from:

1. General Appropriation Act (GAA) for the fiscal year 2021 of the ERC.
2. The total Approved Budget for the Contract ("ABC") for this procurement is **One Million Fifty Thousand Pesos (PhP1,050,000.00)**, inclusive of all applicable national and local taxes.

III. CONTRACT DURATION AND REQUIREMENTS

The Contract shall commence immediately **one (1) day after receipt of the Supplier of the Notice to Proceed (NTP) up to December 31, 2021.**

IV. REQUIREMENTS

- A. Within **three (3) years** prior to the deadline of submission of bids, the Supplier must have completed, a single contract that is similar to this project equivalent to at least fifty percent (50%) of the ABC;
- B. The Contractor/Supplier must comply with the minimum number of service station branches as follows:
 - 1. At least **50 service stations within Metro Manila**; and
 - 2. At least **200 service stations within Luzon** excluding Metro Manila
- C. The Supplier must have a **web-based program/application** for data tracking or monitoring, which reflect the monthly purchases of ERC's service vehicles;
- D. The Supplier must provide ERC with a **vehicle specific fuel card** containing the following information, among others:
 - 1. **Card number**;
 - 2. **Office name**;
 - 3. **Vehicle details (type of vehicle and plate number)**;
 - 4. **Product restriction (type of fuel, other services such as car wash, vulcanizing, etc.)**; and
 - 5. **Expiry date.**
- E. Only the vehicles indicated in the fuel/fleet card shall be allowed to avail of the fuel within the limitations categorically stated therein;
- F. Service stations of the Supplier shall issue **transaction slips** reflecting the odometer and fuel allocation balance every time fuel is availed;
- G. Supplier shall be **available 24/7** in the provision of fuel requirements by the Contractor/Supplier's fuel stations, within the duration of the Contract, based on the following ratings:

1. **Diesel (minimum of 50 Rating Cetane Number); and**
2. **Gasoline (minimum of 91 Rating Octane Number)**

H. The Supplier must provide and render related services to all authorized ERC vehicles for the duration of the contract with the following fuel requirements:

1. **Diesel: twenty (20) vehicles with more or less twenty-three thousand Seven Hundred Ninety-Six (23,796) liters; and**
2. **Gasoline: one (1) vehicle with more or less seven hundred twenty (720) liters**

V. **SCOPE OF SERVICES AND DELIVERABLES**

The following shall be the scope of services to be delivered by the Supplier:

- A. Issue a total of **twenty-one (21) Fuel Cards and provide/dispense fuel products** to ERC vehicles as indicated in *Annex A*;
- B. Within **fifteen (15) calendar days upon issuance of Notice to Proceed**, the Supplier shall:
 1. Provide ERC with the **fuel card** as indicated in Section IV-D above.
 2. Provide **web-based program/application account** for data tracking or monitoring, which reflect the monthly purchases of ERC's service vehicles.
- C. **Availability and replenishment of fuel requirements** to all ERC Vehicles with issued Fuel Card;
- D. Ensure that **monthly statements of account** are consistent with the **transaction slips** issued by stations and applying to the total bill.

VI. AWARD OF CONTRACT

The contract shall be awarded to the bidder that complies with the minimum requirements and **can provide additional services that is beneficial to ERC at no cost.**

VII. CONTRACT PRICE CEILING

The contract price ceiling shall not exceed the Approved Budget for the Contract (ABC) which is **One Million Fifty Thousand Pesos (PhP1,050,000.00).**

VIII. PAYMENT SCHEME / TERMS OF PAYMENT

Payment shall be computed at actual consumption based on prevailing pump prices subject to the discounts and additional services offered as part of the bid.

The Supplier shall provide a Statement of Account (SOA) or Billing Statement as basis for the payment of actual consumption per billing cycle. The SOA should contain the following information:

- a. Date and Time of Purchase
- b. Vehicle Plate No.
- c. No. of liters
- d. Name of Driver
- e. Fuel Card No.

In case the Fuel Card is damaged, lost or stolen, without the fault or negligence of concerned ERC official/personnel, the service provider shall replace the same without additional cost on the part of ERC.

XI. LIQUIDATED DAMAGES

Where the service Contractor refuses or fails to satisfactorily complete the work within the specified contract time, plus any extension time

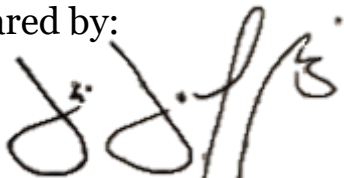
duly granted and is hereby in default under the contract, the service Contractor shall pay ERC for liquidated damages, and not by way of penalty, an amount, as provided in the conditions of the contract, equal to one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the ERC may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances such as but not limited to forfeiture of performance security and/or blacklisting of the latter.

For entitlement to such liquidated damages, ERC need not prove the damages actually incurred. Said damages in any amount shall be deducted from any money due or which may become due the service Contractor under the Contract and/or collect such liquidated damages from the retention money or other securities posted by the service Contractor at the ERC's convenience.

XII. RESERVATION CLAUSE

The ERC reserves the right to reject any end all bids, declare a failure of bidding or not award the contract at any time prior to contract award in accordance with Section 41 of R.A. 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

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ANNEX “A”

Type of Vehicle	Plate Number	Fuel Type
Toyota Innova V	SHY – 394	Gasoline
Toyota Innova V	SHU – 851	Diesel
Toyota Innova V	SHY – 375	Diesel
Toyota Innova V	SHY – 395	Diesel
Toyota Innova J	SJS – 266	Diesel
Hyundai Starex Gold	SJB – 135	Diesel
Hyundai Starex GL	SJB – 141	Diesel
Hyundai Starex GL	SJB – 142	Diesel
Hyundai Starex GL	SLG – 405	Diesel
Hyundai Tucson	SJB – 133	Diesel
Hyundai Tucson	SJR – 745	Diesel
Kia Soul	SAA – 2919	Diesel
Kia Carnival	SAA – 2715	Diesel
Kia Carnival	SAA – 2918	Diesel
Mitsubishi Adventure	SKR – 560	Diesel
Mitsubishi Adventure	SKR – 570	Diesel
Mitsubishi Montero Sport	SKR – 559	Diesel
Nissan Urvan NV350	F3L 678	Diesel
Nissan Urvan NV350	F3L 879	Diesel
Yutong Bus (45-seater)	UO V874	Diesel
Yutong Bus (45-seater)	UO V875	Diesel